

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

PLANNED PARENTHOOD	:	Case No. 1:15-cv-568
SOUTHWEST OHIO REGION, et al.,	:	
	:	Judge Michael R. Barrett
Plaintiffs,	:	
	:	<b><u>AGREED SUPPLEMENTAL</u></b>
v.	:	<b><u>PROTECTIVE ORDER</u></b>
	:	
RICHARD HODGES,	:	
	:	
Defendant.	:	

**SUPPLEMENTAL PROTECTIVE ORDER**

**REGARDING DISCLOSURE AND USE OF DISCOVERY MATERIALS**

1. By agreement of the parties, all of the terms in the Agreed Protective Order this Court entered on September 22, 2017 (doc. 72) shall apply equally to the discovery responses of non-parties Planned Parenthood of Greater Ohio and T&S Management of Columbus LLC (hereafter collectively, the “non-party facilities”) to Defendant’s subpoenas for testimony and documents.

2. To that end, under Paragraph 2(a) of the Agreed Protective Order, “confidential” information shall be modified to include “information that could personally identify staff members, physicians, or patients of Plaintiffs *or the non-party facilities*, including but not limited to, names, addresses, contact information, or other private information that could expose personal identifying information, unless such personally identifying information is otherwise a public record under O.R.C. 149.43.”

3. References to a “party” within the Agreed Protective Order shall be read throughout to include the non-party facilities.

4. In addition, “confidential” information shall also include the identities and contact information, and/or hospital or private practice affiliation of physicians or others contacted due to the parties and non-parties’ belief that these individuals might be willing to enter into a written transfer agreement with the non-party and/or serve as a backup physician on the non-party’s request for a variance from the written transfer agreement requirement. This confidentiality provision does not apply to hospitals that ultimately agree(d) to enter into a written transfer agreement with a party or non-party or to the physicians who ultimately agree(d) to serve as a backup physician for the party’s or non-party’s request for a variance.

5. All Paragraphs of the Agreed Protective Order, including Paragraphs 9 and 13, shall apply to both the parties and the non-party facilities.

6. The Agreed Protective Order (doc. 72) remains in place and, except as provided above, is unchanged.

IT IS SO ORDERED:

/s Michael R. Barrett

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MICHAEL R. BARRETT  
UNITED STATES DISTRICT JUDGE

Agreed to by:

/s/ Jennifer L. Branch

Jennifer L. Branch (0038893)  
Attorney for Plaintiffs

/s/ Tiffany L. Carwile

Tiffany L. Carwile (0082522)  
Attorney for Defendant